

### **Remarks/Arguments**

Claims 1-4, 6-10, 12-16 and 18 are pending in the application. Claims 1, 3, 7 and 13 have herein been amended and are fully supported by the specification, while claims 5, 11 and 17 have been canceled. Applicant has amended the claims for clarification. The subject matter of claims 5, 11 and 17 have been incorporated into claims 1, 7 and 13, respectively. No new matter has been added to the prosecution of this application. For at least the reasons stated below, Applicant asserts that all claims are in condition for allowance.

#### **1. 35 U.S.C. § 102 Rejections**

Claims 1, 3, 6, 7, 9, 12, 13, 15, and 18 are rejected under 35 U.S.C. 102(e) as being anticipated by *Camp et al.*

Applicants respectfully oppose this rejection. Applicants assert that not every element of every claim, as amended, is taught by the *Camp*. MPEP § 2131 provides:

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). "The identical invention must be shown in as complete detail as is contained in the ... claim." *Richardson v. Suzuki Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). The elements must be arranged as required by the claim...

#### **Independent Claims 1, 7, and 13**

The Examiner rejected independent claim 1 as being anticipated by *Camp*. *Camp* teaches a method for purchasing goods with electronic money. See The Abstract.

Independent claims 1, 7, and 13 include receiving from the buyer an online form indicating the terms of trade utilizing the network. Applicants respectfully disagree with the Examiner's characterization of the *Camp* reference. *Camp* teaches that the customer identifies a desire to make a purchase, and conveys that to a merchant. See *Camp*, Col. 7, Lines 45-46. There is no online form that is *filed out by a buyer or seller*, and received from the buyer that indicates the terms of trade utilizing the network. The outstanding Office Action recitation of the definition of "form" does not remedy the deficiency of *Camp* disclosing an online form to be filled out by a network user. The Examiner is correct in

stating that a set order of words has a form. However, Applicants are not claiming mere words. Applicants disclose and claim an online form that must be filled out. See Applicants' specification beginning on page 51. This online form is used by the buyer and seller to negotiate the terms of the trade, and the online form is used throughout the transaction (*i.e.*, credit checks and banking transactions). This is not disclosed or suggested in *Camp*.

Further, the independent claims recite "sending the form to a bank for assessing the credit of the buyer utilizing the network, wherein the bank to which the credit application is sent is based on the identifier." First, *Camp* at most suggests transmitting customer payment data, not a form indicating the terms of trade. See Figure 1. Second, *Camp* does not teach or suggest that the bank illustrated in Figure 1 assesses credit of the buyer. *Camp* at most teaches that the bank can read encrypted customer data. See Col. 8, Lines 15-26. *Camp* does not disclose a credit assessment done by the bank. Third, *Camp* does not teach sending the form to a bank which is based on the identifier. Finally, *Camp* does not teach forwarding the form to a seller along with the assessment of the credit of the buyer utilizing the network. *Camp* does not teach forwarding a form because, as discussed above, there is no form to forward.

Moreover, *Camp* fails to disclose or suggest verifying the credit of the seller, and claimed by Applicants. Verifying the credit status of the seller the a step to ensure that the seller is financially viable entity and can follow through with the trade.

Applicants request that the rejections of dependent claims 3 and 6 also be withdrawn because these claims depend from independent claim 1. The rejection of dependent claims 9 and 12 should also be withdrawn because these claims depend from independent claim 7. The rejections of dependent claims 15 and 18 should also be withdrawn because they depend from independent claim 13.

For the above-identified reasons, Applicants assert that not every element of every claim (as amended) is taught by the reference, the rejection is improper. Accordingly, Applicants respectfully requests reconsideration and that the § 102 rejection be withdrawn.

## **2. 35 U.S.C. § 103 Rejections**

Claims 2, 4, 5, 8, 10, 11, 14, 16, and 17 are rejected under 35 U.S.C. 103(a) as being unpatentable over *Camp et al.* Please note that claims 5, 11 and 17 have been canceled. Applicants respectfully oppose this rejection.

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For the reasons stated above in the 35 U.S.C. 102(e) rejection above, *Camp* fails to disclose or suggest all of the limitations of claims 2, 4, 5, 8, 10, 11, 14, 16, and 17. In summary, *Camp* fails to disclose or suggest an online form indicating the terms of trade utilizing the network, or verifying the credit of the seller, as claimed by Applicants in the independent claims. The suggestions of obviousness presented in the outstanding Office Action fail to remedy the deficiencies of *Camp*.

Furthermore, the MPEP § 2143 provides in part, "To establish a prima facie case of obviousness ... the prior art reference ... must teach or suggest all the claim limitations." (emphasis added). In essence, the Federal Circuit required that there be evidence of the showing of a suggestion, teaching or motivation to combine the state of the art including what might be considered basic knowledge or common sense to combine or modify references. Because this showing has not been made, Applicants respectfully request reconsideration and that the §103 rejection be withdrawn.

Applicants further submit that all of these dependent claims are allowable over the art of record because they depend from independent claims that recite limitations not disclosed in the prior art, as discussed above. Applicants respectfully request that the Examiner withdraw these rejections.

### **3. Conclusion**

Applicant submits that all pending claims are now allowable over the art of record and respectfully requests that a Notice of Allowance be issued in this case. In the event a telephone conversation would expedite the prosecution of this application, the Examiner may reach the undersigned at (612) 607-7278. If any fees are due in connection with the

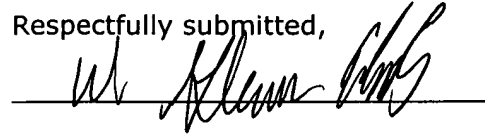
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filing of this paper, then the Commissioner is authorized to charge such fees including fees for any extension of time, to Deposit Account No. 50-1901 (Docket 60021-339201).

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. Glenn Edwards', is written over a horizontal line.

W. Glenn Edwards, Reg. No. 44,426  
Customer No. 29838

OPPENHEIMER WOLFF & DONNELLY LLP  
Plaza VII, Suite 3300  
45 South Seventh Street  
Minneapolis, MN 55405  
Phone: (612) 607-7278  
Fax: (612) 607-7100  
E-mail: WEdwards@Oppenheimer.com